

Exhibit H

Sergei Gonchar

Review and Analysis of Ron Richards Client Trust Account

Purpose:

Semple, Marchal & Cooper, LLP ("SMC") was engaged by Sergei Gonchar to conduct a review and analysis of the Ron Richards Client Trust Account. The Ron Richards Client Trust Account is referred to by many of the participants as the Global Settlement Fund ("GSF").

Procedures Performed:

The initial accounting analysis was obtained from Ron Richards which was a summary cash receipts and disbursements relating to the GSF (workpaper "w/p" RR-2 and RR-2.1). We were also provided a copy of an accounting analysis (w/p RR-3) prepared by Mia Edrozo, Controller for Eufora. This is referred to as the Constantine version of cash flow. Lastly, we were provided a detailed summary of cash in and out flows for the GSF, which was provided by Ron Richards and Phil Kenner (w/p RR-1 – RR-1.3). This was the accounting analysis that we used to review the GSF accounting.

In relation to the cash inflows, we reviewed the source of funds. We were not provided with bank statements or other records which would have allowed us to confirm the source of the deposited funds. Therefore, we accepted the description provided by Richards and Kenner. Documentation was provided by Constantine in relation to the approval of the deposit by the players and the intended use of the funds. Copies of those authorizations were provided and are cross referenced by the letters A-K and N. The funds deposited by Tommy Constantine are referenced at exhibit L. The additional funds deposited by Sergei Gonchar are at w/p RR-1.2 and RR-1.3 notated by an "M".

In relation to the cash outflows, we reviewed the use of funds. We were not provided bank statements or other records which would have allowed us to confirm the source of the disbursed funds. Therefore, we accepted the description by Richards and Kenner. The funds were summarized by category including Avalon Partners, Eufora, aircraft expenses and payments, legal fees and costs, and other. The majority of the disbursements were for Avalon, Eufora, and aircraft related costs. The summary for the disbursement of funds are summarized at w/p RR-1.4.

Approximately \$800,000 of GSF funds were used for the payment of attorney fees and costs. The payments were made to numerous law firms across the country. Ron Richards was contacted by Robert Semple who requested copies of the invoices and other information relating to the payments to each of the law firms. This request was made on behalf of Sergei Gonchar as a participant of the GSF. Ron Richards refused this request based on the fact that the release of these records was not approved by Constantine. Constantine's attorney Dennis Wilenchik approved the release by Richards of the invoices and other requested information. Again, Ron Richards refused to provide this information. Thereafter,

demand was made for the invoices and other requested documents by Sergei Gonchar's attorney Robert Lane. This information was still not provided by Ron Richards. Therefore, the attorney fees and related costs and expenses have not been reviewed based on the lack of information available.

The primary concern of Sergei Gonchar was the use of the additional funds provided by him. Based on our review of the use of funds, all additional funds of Sergei Gonchar were used for their intended purpose. It should be noted that the last page of the Richards/Kenner GSF summary analysis (w/p RR-1.3) contains an error in the disbursement of funds. A disbursement of \$155,000 dated 12/7/09 was erroneously classified as a disbursement to AZ Falcon Partners. This amount traced to a payment made to Bancorp on behalf of Eufora, LLC in the amount of \$150,000 and a payment of \$5,000 to Eufora for rent.

Conclusion:

Based on the foregoing review of the source and use of GSF funds, and the review of the communication and authorization by the participants (w/p A-K and N), it appears as though the majority of the funds were used for their intended purpose.

Ron Richards Client Trust Account

Procedures Performed in the Analysis of Cash Receipts and Disbursements

Objective:

Review the sources of the cash receipts and uses of the cash disbursements from the Ron Richards Client Trust Account, see workpaper RR-1 – RR-1.4.

Procedures for Cash Receipts:

- A. Traced authorization of deposit to Sergei Gonchar authorization email, see "A" at w/p RR-1.
- B. Traced authorization of deposit to Michael & Kristen Peca authorization email, see "B" at w/p RR-1.
- C. Traced authorization of deposit to Darryl Sydor authorization email, see "C" at w/p RR-1.
- D. Traced authorization of deposit to Jay McKee authorization email, see "D" at w/p RR-1.
- E. Traced authorization of deposit to Jere Lehtinen authorization email, see "E" at w/p RR-1.
- F. Traced authorization of deposit to Mattias Nordstrom authorization email, see "F" at w/p RR-1.
- G. Traced authorization of deposit to Glen Murray authorization email, see "G" at w/p RR-1.
- H. Traced authorization of deposit to William Ranford authorization email, see "H" at w/p RR-1.1.
- I. Traced authorization of deposit to Tyson Nash authorization email, see "I" at w/p RR-1.1
- J. Traced authorization of deposit to Greg Devries authorization email, see "J" at w/p RR-1.1
- K. Traced authorization of deposit to Brian Campbell authorization email, see "K" at w/p RR-1.1
- L. Tommy Constantine deposited the proceeds from the sale of his BMW M6.
- M. Money deposited by Sergei Gonchar, see "M" at w/p RR-1.2 and RR-1.3
- N. Traced authorization of deposit to Isabella Yachmenev authorization email, see "N" at w/p RR-1.2

Procedures for Cash Disbursements:

- 1. Traced all disbursements (*notated by a "1" on w/p RR-1 – RR-1.3*) to Eufora, LLC general ledger, without exception, except for the disbursement of \$155,000 which was deposited into Avalon Partners, LLC on 12/7/09 in error. See explanation on workpaper RR-1.3.
- 2. Traced all disbursements (*notated by a "2" on w/p RR-1 – RR-1.3*) to Avalon Partners, LLC general ledger without exception.
- 3. Traced all disbursements (*notated by a "3" on w/p RR-1 – RR-1.3*) to AZ Falcon Partners, LLC general ledger without exception.

Conclusion:

Based on SM&C procedures performed above and what is outlined in each members authorization email of what their contribution was intended to be used for, all contributed funds were used for the intended purpose outlined in each members authorization email, as such pass further analysis.

RICHARD / KENNEDY GSF Summary Analysis

| DATE | TO/FROM | DEBIT | CREDIT | NOTES |
|-----------|---------------------------------------|--------------------|----------------|--|
| 3/1/2009 | Kennedy / Constantine | | 20,000.00 | opening deposit to account |
| 5/5/2009 | S GONCHAR + K GONCHAR TTE | | \$A 250,000.00 | James Grdina (Avalon BK) |
| 5/6/2009 | INTRIGUE INVESTMENT COMPA | \$2 (120,000.00) | | NY Media |
| 5/6/2009 | HL GROUP | \$ (15,000.00) | | |
| 5/8/2009 | MICHAEL PECA 46 GOLDEN PH | | \$B 250,000.00 | |
| 5/11/2009 | DARRYL SYDOR 110 MILLVIEW | | \$C 250,000.00 | |
| 5/11/2009 | JAY MCKEE 20 DOUGLAS LN E | | \$D 250,000.00 | |
| 5/11/2009 | JERE LEHTINEN 622 STRATFO | | \$E 250,000.00 | |
| 5/11/2009 | SECURITY TITLE AGENCY | | | Avalon Closing |
| 5/12/2009 | GILMARTIN, MAGRESS, ROSE | \$X (300,000.00) | | Palms 31302&31304 units |
| 5/12/2009 | CAREY, RODRIGUEZ, GREENBERG | (\$45,000.00) | | TC Miami attorneys (http://www.crgplaw.c |
| 5/12/2009 | Sonnenschein | (\$8,000.00) | | TC LA attorneys (http://www.sonnenschei |
| 5/12/2009 | Nussbaum & Gills, P.C. | (\$8,000.00) ✓ | | Avalon BK attorneys (http://www.nussbau |
| 5/12/2009 | SECURITY TITLE AGENCY | \$2 (\$500,000.00) | | Avalon Closing - (NET \$0) |
| 5/12/2009 | SECURITY TITLE AGENCY | | | Avalon Closing (NET \$0) |
| 5/14/2009 | Cabo Attorney | | | Cabo attorney |
| 5/14/2009 | Epstein Becker Green | (\$22,000.00) | | Myrick case |
| 5/14/2009 | Ronald Richards & Associates | (\$25,000.00) | | |
| 5/15/2009 | MATTIAS NORDSTROM | (\$50,000.00) | | |
| 5/18/2009 | Earl, Curley, and Lagarde | (\$10,000.00) ✓ | | TC AZ attorneys (http://www.eclaw.com/t |
| 5/18/2009 | Silver Law, PC | (\$55,000.00) ✓ | | TC AZ attorneys (http://www.taxcontrover |
| 5/18/2009 | Glenn Murray | | | |
| 5/22/2009 | Chase Bank | (\$2,400.00) | | Dickenson Architects Inc. - Avalon (?) |
| 5/22/2009 | Gruber, Hurst, Johansen and Hail, LLP | (\$6,127.50) | | SYDOR Attorney TX Myrick case |
| 5/22/2009 | Raymond Murray | | | |
| 5/26/2009 | Steve Ruchin | | | |
| 5/26/2009 | Ronald Richards & Associates | (\$75,000.00) | | |
| 5/26/2009 | Ronald Richards & Associates | (\$20,000.00) | | |
| 5/26/2009 | Sullivan and Cromwell | (\$65,000.00) | | |
| 5/26/2009 | Epstein Becker Green | (\$25,000.00) | | |
| 5/27/2009 | Ronald Richards & Associates | (\$25,000.00) | | |
| 5/27/2009 | Alliance Bank of Arizona | ① (\$29,000.00) | | |
| 5/27/2009 | The Harris Bank | (\$747.14) | | |
| 5/28/2009 | Ronald Richards & Associates | (\$25,000.00) | | |
| 5/29/2009 | Johnson Bank | (\$1,000.00) | | |
| 6/1/2009 | HL GROUP | (\$15,000.00) | | |

✓: Per discussion with Tommy Constantine these amounts were used for purposes of AZ Avalon Partners, LLC and not Tommy Constantine as stated.
 ✓: See Correspondence @ wlp TC-1-TC-7.

| | | | |
|-----------|------------------------------|------------------|---|
| 6/2/2009 | Edenmotor Sports | ② (\$450,000.00) | Cessna 414 purchase (Juneau settlement) |
| 6/4/2009 | Aerospace Reports | ③ (\$415,000.00) | Falcon 10 and Metro receiver |
| 6/5/2009 | William Ranford Individual | | |
| 6/8/2009 | Cabin Crafters | ③ (\$75,000.00) | Falcon 10 repairs (Spencer Savings bank |
| 6/10/2009 | K Nash | | |
| 6/10/2009 | GILMARTIN, MAGRESS, ROSE | ① (\$15,000.00) | Palms 31302 & 31304 |
| 6/10/2009 | Eufora, LLC | ① (\$850.00) | Eufora |
| 6/10/2009 | Southwest Aviation Group | ③ (\$13,331.00) | Wells Fargo (?) - Insurance |
| 6/10/2009 | Sean Hayden | ③ (\$8,500.00) | Wells Fargo account #135 616 0562 |
| 6/12/2009 | William Ranford Individual | ① (\$100,000.00) | |
| 6/11/2009 | Greg deVries | | |
| 6/16/2009 | Avtrack LLC | ③ (\$5,450.00) | Wells Fargo (?) |
| 6/15/2009 | Edenmotor Sports | ③ (\$75,000.00) | Falcon |
| 6/17/2009 | Supermarine of Stewart | ③ (\$3,500.00) | |
| 6/18/2009 | Stumpel | | |
| 6/22/2009 | Ronald Richards & Associates | ① (\$100,000.00) | |
| 6/23/2009 | Thomas Baker | ① (\$27,500.00) | AZ attorney |
| 6/23/2009 | Alliance Bank of Arizona | ① (\$5,000.00) | Eufora LLC |
| 6/26/2009 | Bank of America | ① (\$4,800.00) | (?) |
| 6/30/2009 | HL GROUP | ① (\$15,000.00) | NY PR firm |
| 6/30/2009 | Alliance Bank of Arizona | ① (\$5,000.00) | Eufora LLC |
| 6/30/2009 | Spencer Savings Bank | ① (\$86,426.00) | Falcon (?) |
| 6/30/2009 | Ronald Richards & Associates | ① (\$25,000.00) | |
| 6/30/2009 | Preferred Environmental | ① (\$1,500.00) | |
| 7/6/2009 | Alliance Bank of Arizona | ① (\$5,000.00) | Eufora LLC |
| 7/6/2009 | First Source Bank | ③ (\$4,065.00) | Falcon payment |
| 7/7/2009 | Alliance Bank of Arizona | ① (\$5,000.00) | Eufora LLC |
| 7/13/2009 | William Ranford Individual | | |
| 7/13/2009 | JB AZ Consulting, LLC | ② (\$384,000.00) | Jeff Bailey Avalon closing |
| 7/13/2009 | GILMARTIN, MAGRESS, ROSE | ② (\$15,000.00) | Palms 31302 & 31304 |
| 7/15/2009 | Epstein Becker Green | ② (\$15,000.00) | Myrick case |
| 7/21/2009 | Alliance Bank of Arizona | ① (\$5,000.00) | Eufora LLC |
| 7/21/2009 | Stephen Negden | ① (\$1,500.00) | The Law office of Stephen Nebgen (Scott |
| 7/21/2009 | Brian Campbell | | |
| 7/21/2009 | Alliance Bank of Arizona | ① (\$5,000.00) | Eufora LLC |
| 7/21/2009 | Alliance Bank of Arizona | ① (\$25,000.00) | Eufora LLC |
| 7/27/2009 | first american title | ② (\$44,689.17) | Avalon closing (?) |

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|------------|--------------------------------------|----------------------|--|
| 7/28/2009 | Alliance Bank of Arizona | ① (\$7,050.00) | Eufora LLC |
| 7/30/2009 | Phil Kenner | (PK) (\$22,425.52) ✓ | GSF expense reimbursement |
| 8/7/2009 | Bank of America | ② (\$40,000.00) | Avalon Partners account #809 274 4093 |
| 8/7/2009 | Bank of America | ① (\$7,000.00) | Avalon Partners account #809 274 4093 |
| 8/10/2009 | Johnson Bank | ③ (\$18,215.92) ✓ | Eufora LLC / AZ Falcon |
| 8/10/2009 | Gilmartin, Magress, Rose | ② (\$15,000.00) | Palms 31302 & 31304 |
| 8/16/2009 | First Source Bank | ② (\$4,065.00) | Falcon payment |
| 8/31/2009 | alliance bank | ① (\$16,000.00) | Eufora LLC |
| 8/26/2009 | turner stevenson | | \$100,000.00 |
| 9/2/2009 | alliance bank | ① (\$80,000.00) | Eufora LLC |
| 9/8/2009 | First Source Bank | ③ (\$4,065.00) | Falcon payment |
| 9/8/2009 | northwest value partners | | |
| 9/9/2009 | the g55 foundation | | |
| 9/9/2009 | neptune company | ** (\$500,000.00) | Eufora LOAN PAYOFF |
| 9/9/2009 | eufora llc | ① (\$250,000.00) | Myrick case |
| 9/10/2009 | epstein becker | ② (\$25,000.00) | |
| 9/10/2009 | ronald richards | ③ (\$15,000.00) | Palms 31302 & 31304 |
| 9/15/2009 | Gilmartin, Magress, Rose | ③ (\$15,000.00) | |
| 9/15/2009 | edenholm motorsports | ③ (\$15,000.00) | Falcon |
| 9/15/2009 | az falcon partners | ③ (\$1,000.00) | CA attorney |
| 9/14/2009 | JT Fox | ③ (\$15,000.00) | Avalon Partners account #809 274 4093 |
| 9/25/2009 | bank of arizona | ② (\$40,000.00) | |
| 9/16/2009 | rbc | ② (\$730.00) | |
| 10/20/2009 | isabella yashamenev | | |
| 10/13/2009 | carey rodriguez | ③ (\$15,000.00) | Constantine's FL Attorneys |
| 10/6/2009 | First Source Bank | ③ (\$4,065.00) | Falcon |
| 10/21/2009 | az falcon partners - AVALON PARTNERS | ② (\$40,000.00) | Constantine's FL Attorneys |
| 10/28/2009 | carey rodriguez | ② (\$3,677.40) | |
| 11/6/2009 | g5 foundation | | |
| 11/6/2009 | Gilmartin, Magress, Rose | ③ (\$15,000.00) | Palms 31302 & 31304 |
| 11/6/2009 | az falcon partners | ③ (\$4,065.00) | Falcon PAYMENT |
| 11/6/2009 | eufora llc | ③ (\$250,000.00) | |
| 11/6/2009 | ruben Carrillo | ③ (\$85,000.00) | Mexican attorney |
| 11/6/2009 | thomas baker | ③ (\$15,000.00) | AZ Attorney |
| 11/6/2009 | eric edenholm | | Account #271 412 2634 Citibank Rolling |
| 11/23/2009 | eufora llc | ① (\$18,000.00) | Hills Estates CA |
| | | ① (\$6,000.00) | |

* See detailed expense report prepared by Phil Kenner at WLP PK-1 - PK-8
 ** Sergej Gonchar funds were used to pay off the Neptune loan on behalf of Eufora, LLC
 as such the funds were used as intended.
 * Payment to Stern Aviation for Falcon Expenses.

EUFORA RELATED EXPENSES

29,000.00+
 850.00+
 55,000.00+
 7,050.00+
 7,000.00+
 16,000.00+
 80,000.00+
 250,000.00+
 250,000.00+
 6,000.00+
 180,000.00+
 880,900.00*

880,900.00+
 500,000.00+
 150,000.00+
 1,530,900.00*

AVALON
RELATED EXPENSES

500,000. +
 384,000. +
 44,689.17 +
 40,000. +
 40,000. +
 40,000. +
 1,048,689.176+

AIRCRAFT
RELATED EXPENSES

415,000. +
 75,000. +
 13,331. +
 4,065. +
 18,215.92 +
 4,065. +
 4,065. +
 1,000. +
 4,065. +
 4,065. +
 4,065. +
 546,936.926+

RON RICHARDS' STATEMENT OF CASH FLOW (1 of 2)

| DATE | TO/FROM | DEBIT | CREDIT | |
|-----------|---------------------------------------|----------------|--------------|----------------|
| 5/5/2009 | S GONCHAR + K GONCHAR TTE | | \$250,000.00 | \$250,000.00 |
| 5/6/2009 | INTRIGUE INVESTMENT COMPA | (\$120,000.00) | | \$130,000.00 |
| 5/6/2009 | HL GROUP | (\$15,000.00) | | \$115,000.00 |
| 5/8/2009 | MICHAEL PECA 46 GOLDEN PH | | \$250,000.00 | \$365,000.00 |
| 5/11/2009 | JERE LEHTINEN 622 STRATFO | | \$250,000.00 | \$615,000.00 |
| 5/11/2009 | DARRYL SYDOR 110 MILLVIEW | | \$250,000.00 | \$865,000.00 |
| 5/11/2009 | JAY MCKEE 20 DOUGLAS LN E | | \$250,000.00 | \$1,115,000.00 |
| 5/11/2009 | SECURITY TITLE AGENCY | (\$300,000.00) | | \$815,000.00 |
| 5/12/2009 | SECURITY TITLE AGENCY | | \$300,000.00 | \$1,115,000.00 |
| 5/12/2009 | SECURITY TITLE AGENCY | | \$120,000.00 | \$1,235,000.00 |
| 5/12/2009 | Nussbaum & Gills, P.C. | (\$500,000.00) | | \$735,000.00 |
| 5/12/2009 | GILMARTIN, MAGRESS, ROSE | (\$45,000.00) | | \$690,000.00 |
| 5/12/2009 | CAREY, RODRIGUEZ, GREENBERG | (\$8,000.00) | | \$682,000.00 |
| 5/12/2009 | Sonnenshein | (\$8,000.00) | | \$674,000.00 |
| 5/14/2009 | Ronald Richards & Associates | (\$50,000.00) | | \$624,000.00 |
| 5/14/2009 | Epstein Becker Green | (\$25,000.00) | | \$599,000.00 |
| 5/14/2009 | Cabo Attorney | (\$22,000.00) | | \$577,000.00 |
| 5/15/2009 | MATTIAS NORDSTROM | | \$250,000.00 | \$827,000.00 |
| 5/18/2009 | Glenn Murray | | \$250,000.00 | \$1,077,000.00 |
| 5/18/2009 | Silver Law, PC | (\$55,000.00) | | \$1,022,000.00 |
| 5/18/2009 | Earl, Curley, and Lagarde | (\$10,000.00) | | \$1,012,000.00 |
| 5/22/2009 | Raymond Murray | | \$100,000.00 | \$1,112,000.00 |
| 5/22/2009 | Gruber, Hurst, Johansen and Hail, LLP | (\$6,127.50) | | \$1,105,872.50 |
| 5/22/2009 | Chase Bank | (\$2,400.00) | | \$1,103,472.50 |
| 5/26/2009 | Steve Ruchin | | \$50,000 | \$1,153,472.50 |
| 5/26/2009 | Ronald Richards & Associates | (\$75,000.00) | | \$1,078,472.50 |
| 5/26/2009 | Sullivan and Cromwell | (\$65,000.00) | | \$1,013,472.50 |
| 5/26/2009 | Epstein Becker Green | (\$25,000.00) | | \$988,472.50 |
| 5/26/2009 | Ronald Richards & Associates | (\$20,000.00) | | \$968,472.50 |
| 5/27/2009 | eufora | (\$29,000.00) | | \$939,472.50 |
| 5/27/2009 | Ronald Richards & Associates | (\$25,000.00) | | \$914,472.50 |
| 5/27/2009 | The Harris Bank | (\$747.14) | | \$913,725.36 |
| 5/28/2009 | Ronald Richards & Associates | (\$25,000.00) | | \$888,725.36 |
| 5/29/2009 | Johnson Bank | (\$1,000.00) | | \$887,725.36 |
| 6/1/2009 | HL GROUP | (\$15,000.00) | | \$872,725.36 |
| 6/2/2009 | Edenmotor Sports | (\$450,000.00) | | \$422,725.36 |
| 6/4/2009 | Aerospace Reports | (\$415,000.00) | | \$7,725.36 |
| 6/5/2009 | William Ranford Individual | | \$100,000.00 | \$107,725.36 |
| 6/8/2009 | Cabin Crafters | (\$75,000.00) | | \$32,725.36 |
| 6/10/2009 | K Nash | | \$100,000.00 | \$132,725.36 |
| 6/10/2009 | GILMARTIN, MAGRESS, ROSE | (\$15,000.00) | | \$117,725.36 |
| 6/10/2009 | Southwest Aviation Group | (\$13,331.00) | | \$104,394.36 |
| 6/10/2009 | Sean Hayden | (\$8,500.00) | | \$95,894.36 |
| 6/10/2009 | Eufora, LLC | (\$850.00) | | \$95,044.36 |
| 6/11/2009 | incoming wire | | \$250,000.00 | \$345,044.36 |
| 6/12/2009 | William Ranford Individual | (\$100,000.00) | | \$245,044.36 |
| 6/15/2009 | Edenmotor Sports | (\$75,000.00) | | \$170,044.36 |
| 6/16/2009 | Avtrack LLC | (\$5,450.00) | | \$164,594.36 |
| 6/17/2009 | Supermarine of Stewart | (\$3,500.00) | | \$161,094.36 |
| 6/18/2009 | Stumpel | | \$250,000.00 | \$411,094.36 |
| 6/22/2009 | Ronald Richards & Associates | (\$100,000.00) | | \$311,094.36 |
| 6/23/2009 | Thomas Baker | (\$27,500.00) | | \$283,594.36 |
| 6/23/2009 | eufora | (\$5,000.00) | | \$278,594.36 |
| 6/26/2009 | Bank of America | (\$4,800.00) | | \$273,794.36 |
| 6/30/2009 | Spencer Savings Bank | (\$86,426.00) | | \$187,368.36 |
| 6/30/2009 | Ronald Richards & Associates | (\$25,000.00) | | \$162,368.36 |
| 6/30/2009 | HL GROUP | (\$15,000.00) | | \$147,368.36 |
| 6/30/2009 | eufora | (\$5,000.00) | | \$142,368.36 |
| 6/30/2009 | Preferred Environmental | (\$1,500.00) | | \$140,868.36 |
| 7/6/2009 | eufora | (\$5,000.00) | | \$135,868.36 |
| 7/6/2009 | First Source Bank | (\$4,065.00) | | \$131,803.36 |

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|--------------------------------------|----------------|--------------|--------------|
| 7/7/2009 eufora | (\$5,000.00) | | \$126,803.36 |
| 7/13/2009 William Ranford Individual | | \$300,000 | \$426,803.36 |
| 7/13/2009 JB AZ Consulting, LLC | (\$384,000.00) | | \$42,803.36 |
| 7/13/2009 GILMARTIN, MAGRESS, ROSE | (\$15,000.00) | | \$27,803.36 |
| 7/15/2009 Epstein Becker Green | (\$15,000.00) | | \$12,803.36 |
| 7/21/2009 Brian Campbell | | \$250,000.00 | \$262,803.36 |
| 7/21/2009 eufora | (\$25,000.00) | | \$237,803.36 |
| 7/21/2009 eufora | (\$5,000.00) | | \$232,803.36 |
| 7/21/2009 eufora | (\$5,000.00) | | \$227,803.36 |
| 7/21/2009 Stephen Negden | (\$1,500.00) | | \$226,303.36 |
| 7/27/2009 first american title | (\$44,689.17) | | \$181,614.19 |
| 7/28/2009 eufora | (\$7,050.00) | | \$174,564.19 |
| 7/30/2009 Phil Kenner | (\$22,425.52) | | \$152,138.67 |
| 8/6/2009 First Source Bank | (\$4,065.00) | | \$148,073.67 |
| 8/7/2009 Bank of America | (\$40,000.00) | | \$108,073.67 |
| 8/7/2009 Bank of America | (\$7,000.00) | | \$101,073.67 |
| 8/10/2009 Johnson Bank | (\$18,215.92) | | \$82,857.75 |
| 8/10/2009 Gilmartin, Magress, Rose | (\$15,000.00) | | \$67,857.75 |
| 8/26/2009 turner stevenson | | \$100,000.00 | \$167,857.75 |
| 8/31/2009 eufora | (\$16,000.00) | | \$151,857.75 |
| 9/2/2009 eufora | (\$80,000.00) | | \$71,857.75 |
| 9/8/2009 northwest value partners | | \$124,982.00 | \$196,839.75 |
| 9/8/2009 First Source Bank | (\$4,065.00) | | \$192,774.75 |
| 9/9/2009 the g55 foundation | | \$749,985.00 | \$942,759.75 |
| 9/9/2009 neptune company | (\$500,000.00) | | \$442,759.75 |
| 9/9/2009 eufora llc | (\$250,000.00) | | \$192,759.75 |
| 9/10/2009 epstein becker | (\$25,000.00) | | \$167,759.75 |
| 9/10/2009 ronald richards | (\$15,000.00) | | \$152,759.75 |
| 9/14/2009 JT Fox | (\$15,000.00) | | \$137,759.75 |
| 9/15/2009 edenholm motorsports | (\$15,000.00) | | \$122,759.75 |
| 9/15/2009 Gilmartin, Magress, Rose | (\$15,000.00) | | \$107,759.75 |
| 9/15/2009 az falcon partners | (\$1,000.00) | | \$106,759.75 |
| 9/16/2009 rbc | (\$730.00) | | \$106,029.75 |
| 9/25/2009 bank of arizona | (\$40,000.00) | | \$66,029.75 |
| 10/6/2009 First Source Bank | (\$4,065.00) | | \$61,964.75 |
| 10/13/2009 carey rodriguez | (\$15,000.00) | | \$46,964.75 |
| 10/20/2009 isabella yasharnenev | | \$30,000.00 | \$76,964.75 |
| 10/21/2009 az falcon partners | (\$40,000.00) | | \$36,964.75 |
| 10/28/2009 carey rodriguez | (\$3,677.40) | | \$33,287.35 |
| 11/6/2009 g5 foundation | | \$362,355.58 | \$395,642.93 |
| 11/6/2009 eufora llc | (\$250,000.00) | | \$145,642.93 |
| 11/6/2009 ruben Carrillo | (\$85,000.00) | | \$60,642.93 |
| 11/6/2009 eric edenholm | (\$18,000.00) | | \$42,642.93 |
| 11/6/2009 Gilmartin, Magress, Rose | (\$15,000.00) | | \$27,642.93 |
| 11/6/2009 thomas baker | (\$15,000.00) | | \$12,642.93 |
| 11/6/2009 az falcon partners | (\$4,065.00) | | \$8,577.93 |
| 11/23/2009 eufora llc | (\$6,000.00) | | \$2,577.93 |
| 11/30/2009 gonchar | | \$138,000.00 | \$140,577.93 |
| 11/30/2009 eufora llc | (\$130,000.00) | | \$10,577.93 |
| 12/7/2009 maureen privitello | | \$150,000.00 | \$160,577.93 |
| 12/7/2009 maureen privitello | | \$50,000.00 | \$210,577.93 |
| 12/7/2009 az falcon partners | (\$155,000.00) | | \$55,577.93 |
| 12/7/2009 eufora llc | (\$50,000.00) | | \$5,577.93 |
| 12/7/2009 First Source Bank | (\$4,065.00) | | \$1,512.93 |
| 12/16/2009 John Kaiser | | \$150,000.00 | \$151,512.93 |
| 12/16/2009 eufora | (\$150,000.00) | | \$1,512.93 |
| 12/29/2009 John Kaiser | | \$50,000.00 | \$51,512.93 |
| 12/29/2009 eufora | (\$50,000.00) | | \$1,512.93 |
| 2/3/2010 Greg Devries | | \$15,000.00 | \$16,512.93 |
| 3/3/2010 Lowdy | (\$9,000.00) | | \$7,512.93 |
| 3/22/2010 Eufora | (\$3,534.59) | | \$3,978.34 |
| 3/22/2010 ronald richards | (\$2,965.41) | | \$1,012.93 |

TOTAL DEBIT TOTAL CREDIT
 (\$5,489,309.65) \$5,490,322.58
 \$525323
 \$35,000.42

SMC000011

00001 (Pg. 2)

OF CASH FLOW

Profit & Loss
All Transactions

| | Jul 1, 10 |
|---------------------------------------|---------------------|
| Ordinary Income/Expense | |
| Income | |
| Avalon NetZero | 420,000.00 |
| GSF IN | 3,565,000.00 |
| TC SG IN | 1,540,322.58 |
| Total Income | 5,525,322.58 |
| Expense | |
| GSF | |
| Avalon Building | 939,636.31 |
| Avalon NetZero | 420,000.00 |
| Cabo | 126,965.41 |
| Diamante Settlement (1st Source Bank) | 266,000.00 |
| Falcon 10 | 56,171.00 |
| For Eufora | |
| Bancorp | 150,000.00 |
| Wired to Eufora | 834,434.59 |
| Total For Eufora | 984,434.59 |
| Juneau Buyout | 450,000.00 |
| Legal | |
| Murry v Jowdy | 6,127.50 |
| NHL | 100,000.00 |
| Palms | 120,000.00 |
| Phil Kenner | 344,925.52 |
| Legal - Other | 25,000.00 |
| Total Legal | 596,053.02 |
| GSF - Other | 150,000.00 |
| Total GSF | 3,989,260.33 |
| TC-SG | |
| Avalon Building | 120,000.00 |
| Diamante Settlement (1st Source Bank) | 50,000.00 |
| Edenholm | 108,000.00 |
| Falcon 10 Purchase | 279,641.92 |
| For Eufora | |
| Neptune | 500,000.00 |
| Wired to Eufora | 290,000.00 |
| Total For Eufora | 790,000.00 |
| Legal | 191,677.40 |
| Maritime Models | 730.00 |
| Total TC-SG | 1,540,049.32 |
| Total Expense | 5,529,309.65 |
| Net Ordinary Income | -3,987.07 |
| Net Income | -3,987.07 |

Subject: Fwd: HA: Global Settlement - Acknowledgement
From: Pk <kenner33@gmail.com>
Date: 5/19/2009 9:49 PM
To: Constantine Tommy <tommy@eufora.com>
CC: Kenner Phil <kenner33@gmail.com>

Thanks, Phil
Cell: (480) 235-4193

Begin forwarded message:

From: "Gonchar, Sergei" <sgonchar@nhlpa.com>
Date: May 19, 2009 9:27:59 PM PDT
To: "PHIL KENNER" <kenner33@gmail.com>
Subject: HA: Global Settlement - Acknowledgement

Acknowledged and approved

-----Исходное сообщение-----

От: PHIL KENNER [mailto:kenner33@gmail.com]
Отправлено: Пн, 5/18/2009 1:18
Кому: Gonchar, Sergei
Копия: Tommy Constantine
Тема: Global Settlement - Acknowledgement

Sergei:

Per our conversation, please acknowledge your approval and authorization for me to have wire transferred \$250,000 to Attorney Ron Richard's Trust Account for your proportionate contribution to the Global Settlement Fund. In addition to the fund paying for various legal fees, PR Agency fees, as well as other protective advances and settlement costs, you will be receiving transfer of membership agreements from Tommy for your acquisition of additional interest in Eufora, LLC, as well as your new LLC and operating agreements reflecting your ownership interest in the Avalon Airpark Real Estate Project, the Falcon 10 aircraft, and the two Palms Place condominium units. You may not recall Tommy or I mentioning the Palms units in our conversation. In any case, because Moreau and Tommy settled that case as part of the Global Settlement, he has graciously elected to include you as a beneficiary in the significant equity that exists in those two units as part of this transaction. As we discussed, rather than throwing money away only on legal fees, this strategy which effectively acquires significant assets, while providing a legal remedy, is by far our best solution.

Tommy has requested from all of us and will provide to us, written documentation of every element of this transaction. Please respond, ACKNOWLEDGED AND APPROVED, to this email accordingly ASAP.

SMC000013

Subject: Fwd: Global Settlement
From: Pk <kenner33@gmail.com>
Date: 5/18/2009 6:32 AM
To: Constantine Tommy <tommy@eufora.com>

Thanks, Phil
Cell: (480) 235-4193

Begin forwarded message:

From: kmpgp@aol.com
Date: May 18, 2009 6:10:43 AM PDT
To: kenner33@gmail.com
Subject: Re: Global Settlement

Hey, before we sign off on an "approved" letter, can we please have the written documentation as to exactly how much (%) we obtained with our contribution? Michael mentioned last Monday that you told him we'd have it by last Wed., but we still haven't received it. We want to be diligent about our record keeping.

thanks!
Kristin

-----Original Message-----

From: PHIL KENNER <kenner33@gmail.com>
To: Mike & Kristen Peca <KMPGP@aol.com>
Sent: Mon, 18 May 2009 1:14 am
Subject: Global Settlement

Michael & Kristen:

Per our conversation, please acknowledge your approval and authorization for me to have wire transferred \$250,000 to Attorney Ron Richard's Trust Account for your proportionate contribution to the Global Settlement Fund. In addition to the fund paying for various legal fees, PR Agency fees, as well as other protective advances and settlement costs, you will be receiving transfer of membership agreements from Tommy for your acquisition of additional interest in Eufora, LLC, as well as your new LLC and operating agreements reflecting your ownership interest in the Avalon Airpark Real Estate Project, the Falcon 10 aircraft, and the two Palms Place condominium units. You may not recall Tommy or I mentioning the Palms units in our conversation. In any case, because Moreau and Tommy settled that case as part of the Global Settlement, he has graciously elected to include you as a beneficiary in the significant equity that exists in those two units as part of this transaction. As we discussed, rather than throwing money away only on legal fees, this strategy which effectively acquires significant assets, while providing a legal remedy, is by far our best solution.

Tommy has requested from all of us and will provide to us, written documentation of every element of this transaction. Please respond, ACKNOWLEDGED AND APPROVED, to this email accordingly ASAP.

Thanks. Phil

We found the real 'Hotel California' and the 'Seinfeld' diner. What will you find? [Explore WhereItsAt.com](http://WhereItsAt.com).

FW: Global Settlement
Subject: FW: Global Settlement
From: PHIL KENNER <kenner33@gmail.com>
Date: 6/5/2009 3:54 PM
To: Tommy Constantine <tommy@eufora.com>

FYI. Phil

----- Forwarded Message
From: Mike & Kristen Peca <KMPGP@aol.com>
Date: Fri, 22 May 2009 20:33:11 -0400
To: PHIL KENNER <kenner33@gmail.com>
Subject: Re: Global Settlement

I understand and accept the terms of this settlement plan. Thanks

----- End of Forwarded Message

SMC000015

Subject: FW: Authorization for Attorney to file Lawsuits
From: PHIL KENNER <kenner33@gmail.com>
Date: 6/16/2009 11:22 PM
To: Mike & Kristen Peca <KMPPG@aol.com>
CC: Tommy Constantine <tommy@eufora.com>

Michael and Kristen:

I hope you are well;..at least feeling better than me!

Please IMMEDIATELY copy the language from the email below and send it to Tommy, Ron and I in the AM.

This is critical. The dominoes are falling...as planned!

I cannot wait to see you soon (without Migraines) and catch up.

Thanks. Phil

----- Forwarded Message

From: Tommy Constantine <tommy@eufora.com>
Date: Fri, 12 Jun 2009 20:00:15 -0700
To: <Undisclosed-Recipient:>
Subject: Authorization for Attorney to file Lawsuits

All:

Please copy and paste the text below into a new email, type your name at the end and please email it to the following three email addresses ASAP:

ron@ronaldrichards.com
tommy@eufora.com
kenner33@gmail.com <mailto:kenner33@gmail.com>

I authorize the law firm of Ronald Richards & Associates, a professional corporation to initiate civil litigation on my behalf against Ken Jowdy and his related entities in any jurisdiction that is appropriate in the United States of America. If necessary, I authorize Ronald Richards & Associates to employ local counsel to assist them on my behalf or assist in any admission to a Court in the various jurisdictions to where an action could be brought.

Sincerely,

----- End of Forwarded Message

SMC000016

Subject: FW: Global Settlement
From: PHIL KENNER <kenner33@gmail.com>
Date: 5/18/2009 12:53 PM
To: Tommy Constantine <tommy@eufora.com>

FYI. Phil

----- Forwarded Message

From: Darryl Sydor <sid@safeden.com>
Reply-To: Darryl Sydor <sid@safeden.com>
Date: Mon, 18 May 2009 19:21:16 +0000
To: PHIL KENNER <kenner33@gmail.com>
Subject: Re: Global Settlement

Yes I totally understand everything. Thx Darryl

Sent via BlackBerry by AT&T

From: PHIL KENNER
Date: Sun, 17 May 2009 22:17:30 -0700
To: Darryl Sydor <sid@safeden.com>
Subject: Global Settlement
Darryl:

Per our conversation, please acknowledge your approval and authorization for me to have wire transferred \$250,000 to Attorney Ron Richard's Trust Account for your proportionate contribution to the Global Settlement Fund. In addition to the fund paying for various legal fees, PR Agency fees, as well as other protective advances and settlement costs, you will be receiving transfer of membership agreements from Tommy for your acquisition of additional interest in Eufora, LLC, as well as your new LLC and operating agreements reflecting your ownership interest in the Avalon Airpark Real Estate Project, the Falcon 10 aircraft, and the two Palms Place condominium units. You may not recall Tommy or I mentioning the Palms units in our conversation. In any case, because Moreau and Tommy settled that case as part of the Global Settlement, he has graciously elected to include you as a beneficiary in the significant equity that exists in those two units as part of this transaction. As we discussed, rather than throwing money away only on legal fees, this strategy which effectively acquires significant assets, while providing a legal remedy, is by far our best solution.

Tommy has requested from all of us and will provide to us, written documentation of every element of this transaction. Please respond, ACKNOWLEDGED AND APPROVED, to this email accordingly ASAP.

Thanks. Phil

----- End of Forwarded Message

SMC000017

Subject: Re: Global Settlement acknowledgement
From: PHIL KENNER <kenner33@gmail.com>
Date: 5/18/2009 12:23 PM
To: Jay McKee <NicJay74@aol.com>
CC: Tommy Constantine <tommy@eufora.com>

Jay:

Can you fax the attorney letters to me at (646) 827-0832.

Thanks. Phil

From: Jay McKee <NicJay74@aol.com>
Date: Mon, 18 May 2009 15:20:22 -0400
To: PHIL KENNER <kenner33@gmail.com>
Subject: Re: Global Settlement acknowledgement

Acknowledged and approved..

-----Original Message-----

From: PHIL KENNER <kenner33@gmail.com>
To: Jay McKee <NicJay74@aol.com>
Sent: Mon, 18 May 2009 1:15 am
Subject: Global Settlement acknowledgement

Jay & Nicole:

Per our conversation, please acknowledge your approval and authorization for me to have wire transferred \$250,000 to Attorney Ron Richard's Trust Account for your proportionate contribution to the Global Settlement Fund. In addition to the fund paying for various legal fees, PR Agency fees, as well as other protective advances and settlement costs, you will be receiving transfer of membership agreements from Tommy for your acquisition of additional interest in Eufora, LLC, as well as your new LLC and operating agreements reflecting your ownership interest in the Avalon Airpark Real Estate Project, the Falcon 10 aircraft, and the two Palms Place condominium units. You may not recall Tommy or I mentioning the Palms units in our conversation. In any case, because Moreau and Tommy settled that case as part of the Global Settlement, he has graciously elected to include you as a beneficiary in the significant equity that exists in those two units as part of this transaction. As we discussed, rather than throwing money away only on legal fees, this strategy which effectively acquires significant assets, while providing a legal remedy, is by far our best solution.

Tommy has requested from all of us and will provide to us, written documentation of every element of this transaction. Please respond, ACKNOWLEDGED AND APPROVED, to this email accordingly ASAP.

Thanks. Phil

We found the real 'Hotel California' and the 'Seinfeld' diner. What will you find? Explore **WhereItsAt.com**
<<http://www.wheretsat.com/?ncid=emlwenew00000001>> .

SMC000018

Subject: RE: Global Settlement - ACKNOWLEDGEMENT
From: "Lehtinen, Jere" <jlehtinen@nhlpa.com>
Date: 5/18/2009 8:25 PM
To: "PHIL KENNER" <kenner33@gmail.com>
CC: "Tommy Constantine" <tommy@eufora.com>

I acknowledged and approved this email.

Jere Lehtinen

From: PHIL KENNER [mailto:kenner33@gmail.com]
Sent: Mon 5/18/2009 1:16 AM
To: Lehtinen, Jere
Cc: Tommy Constantine
Subject: Global Settlement - ACKNOWLEDGEMENT

Jere:

Per our conversation, please acknowledge your approval and authorization for me to have wire transferred \$250,000 to Attorney Ron Richard's Trust Account for your proportionate contribution to the Global Settlement Fund. In addition to the fund paying for various legal fees, PR Agency fees, as well as other protective advances and settlement costs, you will be receiving transfer of membership agreements from Tommy for your acquisition of additional interest in Eufora, LLC, as well as your new LLC and operating agreements reflecting your ownership interest in the Avalon Airpark Real Estate Project, the Falcon 10 aircraft, and the two Palms Place condominium units. You may not recall Tommy or I mentioning the Palms units in our conversation. In any case, because Moreau and Tommy settled that case as part of the Global Settlement, he has graciously elected to include you as a beneficiary in the significant equity that exists in those two units as part of this transaction. As we discussed, rather than throwing money away only on legal fees, this strategy which effectively acquires significant assets, while providing a legal remedy, is by far our best solution.

Tommy has requested from all of us and will provide to us, written documentation of every element of this transaction. Please respond, ACKNOWLEDGED AND APPROVED, to this email accordingly ASAP.

Thanks. Phil

SMC000019

Subject: Fwd: Acknowledgement and Approval
From: Pk <kenner33@gmail.com>
Date: 5/18/2009 5:24 AM
To: Constantine Tommy <tommy@eufora.com>

For your records.

Thanks, Phil
Cell: (480) 235-4193

Begin forwarded message:

From: Mattias Norstrom <mattiasnorstrom@mac.com>
Date: May 17, 2009 10:38:31 PM PDT
To: PHIL KENNER <kenner33@gmail.com>
Subject: Re: Acknowledgement and Approval

ACKNOWLEDGEMENT AND APPROVAL

Best Regards

Matti

18 maj 2009 kl. 07.13 skrev PHIL KENNER:

Matti:

Per our conversation, please acknowledge your approval and authorization for me to have wire transferred \$250,000 to Attorney Ron Richard's Trust Account for your proportionate contribution to the Global Settlement Fund. In addition to the fund paying for various legal fees, PR Agency fees, as well as other protective advances and settlement costs, you will be receiving transfer of membership agreements from Tommy for your acquisition of additional interest in Eufora, LLC, as well as your new LLC and operating agreements reflecting your ownership interest in the Avalon Airpark Real Estate Project, the Falcon 10 aircraft, and the two Palms Place condominium units. You may not recall Tommy or I mentioning the Palms units in our conversation. In any case, because Moreau and Tommy settled that case as part of the Global Settlement, he has graciously elected to include you as a beneficiary in the significant equity that exists in those two units as part of this transaction. As we discussed, rather than throwing money away only on legal fees, this strategy which effectively acquires significant assets, while providing a legal remedy, is by far our best solution.

Tommy has requested from all of us and will provide to us, written documentation of every element of this transaction. Please respond, ACKNOWLEDGED AND APPROVED, to this email accordingly ASAP.

Thanks. Phil

SMC000020

Subject: Fwd: Acknowledgement and consent letter
From: Pk <kenner33@gmail.com>
Date: 5/18/2009 6:54 PM
To: Constantine Tommy <tommy@eufora.com>

FYI

Thanks, Phil
Cell: (480) 235-4193

Begin forwarded message:

From: Glen Murray <gmuzz27@yahoo.com>
Date: May 18, 2009 6:46:43 PM PDT
To: PHIL KENNER <kenner33@gmail.com>
Subject: Re: Acknowledgement and consent letter

ACKNOWLEDGED AND APPROVED.

THANK YOU

GLEN MURRAY

--- On Mon, 5/18/09, PHIL KENNER <kenner33@gmail.com> wrote:

From: PHIL KENNER <kenner33@gmail.com>
Subject: Acknowledgement and consent letter
To: "Glen Murray" <gmuzz27@yahoo.com>
Cc: "Tommy Constantine" <tommy@eufora.com>
Date: Monday, May 18, 2009, 8:48 AM

Glen:

Per our conversation, please acknowledge your approval and authorization for me to wire transfer \$250,000 to Attorney Ron Richard's Trust Account for your proportionate contribution to the Global Settlement Fund. In addition to the fund paying for various legal fees, PR Agency fees, as well as other protective advances and settlement costs, you will be receiving transfer of membership agreements from Tommy for your acquisition of additional interest in Eufora, LLC, as well as your new LLC and operating agreements reflecting your ownership interest in the Avalon Airpark Real Estate Project, the Falcon 10 aircraft, and the two Palms Place condominium units. You may not recall Tommy or I mentioning the Palms units in our conversation. In any case, because Moreau and Tommy settled that case as part of the Global Settlement, he has graciously elected to include you as a beneficiary in the significant equity that exists in those two units as part of this transaction. As we discussed, rather than throwing money away only on legal fees, this strategy which effectively acquires significant assets, while providing a legal remedy, is by far our best solution.

Tommy has requested from all of us and will provide to us, written documentation of every element of this transaction. Please respond, ACKNOWLEDGED AND APPROVED, to this email accordingly ASAP.

Thanks. Phil

SMC000021

Subject: FW: wire
From: PHIL KENNER <kenner33@gmail.com>
Date: 5/18/2009 8:33 PM
To: Tommy Constantine <tommy@eufora.com>

fyi

----- Forwarded Message
From: Glen Murray <gmuzz27@yahoo.com>
Date: Mon, 18 May 2009 20:06:07 -0700 (PDT)
To: PHIL KENNER <kenner33@gmail.com>
Subject: wire

I GLEN MURRAY ACKNOWLEDGE AND APPROVE FOR PHIL KENNER TO WIRE TRANSFER \$250,000 TO ATTORNEY RON RICHARD'S TRUST ACCOUNT FOR CONTRIBUTION TO THE GLOBAL SETTLEMENT FUND.

THANK YOU
GLEN MURRAY

----- End of Forwarded Message

SMC000022

Thanks Phil, I have acknowledged and approved this transaction.

William Ranford

Sent using BlackBerry

-----Original Message-----

From: PHIL KENNER <kenner33@gmail.com>

To: Bill Ranford

Sent: Thu Jul 16 09:34:55 2009

Subject: Global Settlement fund

Bill:

Per our conversation, please acknowledge your approval and authorization for me to have wire transferred \$100,000 to Attorney Ron Richard's Trust Account for your proportionate contribution to the Global Settlement Fund. In addition to the fund paying for various legal fees, PR Agency fees, as well as other protective advances and settlement costs, you will be receiving transfer of membership agreements from Tommy for your acquisition of additional interest in Eufora, LLC, as well as your new LLC and operating agreements reflecting your ownership interest in the Avalon Airpark Real Estate Project, the Falcon 10 aircraft, and the two Palms Place condominium units. You may not recall me mentioning the Palms units in our conversation. In any case, because Moreau and Tommy settled that case as part of the Global Settlement, Tommy has graciously elected to include you as a beneficiary in the significant equity that exists in those two units as part of this transaction. As we discussed, rather than throwing money away only on legal fees, this strategy which effectively acquires significant assets, while providing a legal remedy, is by far our best solution.

Tommy has requested from all of us and will provide to us, written documentation of every element of this transaction. Please respond, ACKNOWLEDGED AND APPROVED, to this email accordingly ASAP.

Thanks. Phil

SMC000023

Subject: Fwd: Ranford
From: Pk <kenner33@gmail.com>
Date: 6/10/2009 8:13 PM
To: Constantine Tommy <tommy@eufora.com>

Thanks, Phil
Cell: (480) 235-4193

Begin forwarded message:

From: "Stephanie Nichols" <Stephanie@standardadvisors.com>
Date: June 10, 2009 7:10:18 PM PDT
To: "PHIL KENNER" <kenner33@gmail.com>
Subject: RE: Ranford

Schwab wire insx for Ranford:

- Citibank NA
- 111 Wall Street
- New York, New York 10043
- ABA # 021-000-089
- FBO: Charles Schwab & Co., Inc.
- Account Number: 4055-3953
- For the account of: William Ranford Individual

Account number: 2106-9285

From: PHIL KENNER [mailto:kenner33@gmail.com]
Sent: Wednesday, June 10, 2009 5:38 PM
To: Stephanie Nichols
Subject: Ranford

Steph.

I need to send a wire for Bill INTO his account at Schwab.

Can you please get me the instructions to send the funds to him.

Thanks. Phil

No virus found in this incoming message.

Checked by AVG - www.avg.com

Version: 8.5.339 / Virus Database: 270.12.50/2150 - Release Date: 06/10/09 05:52:00

SMC000024

Subject: Re: Letters/Emails etc.
From: PHIL KENNER <kenner33@gmail.com>
Date: 7/7/2009 5:06 PM
To: Tommy Constantine <tommy@eufora.com>

Vitali Yachmenev
VTYach@yahoo.com

Bill Ranford
BRanford@LAKings.com

Do not send the info to them until I have met with them face-to-face.

Thanks. Phil

From: Tommy Constantine <tommy@eufora.com>
Date: Tue, 7 Jul 2009 17:02:41 -0700
To: PHIL KENNER <kenner33@gmail.com>
Subject: Letters/Emails etc.

I need the usual for Ranford including his email address.

I need Vitali's as well.

TC

SMC000025

Subject: Fwd: Nash wire
From: Phil Kenner <pak33@mac.com>
Date: 6/10/2009 2:56 PM
To: Constantine Tommy <tommy@eufora.com>

Thanks, Phil
Cell: (480) 235-4193

Begin forwarded message:

From: Doug Jankowski <djankowski@ggadvisors.com>
Date: June 10, 2009 2:07:01 PM PDT
To: NashTy18@gmail.com, kathynash9@hotmail.com
Cc: 'Phil Kenner' <pak33@mac.com>
Subject: Nash wire

We have been notified by Charles Schwab that your wire transfer request has resulted in the following:

Wire Amount: \$100,000
Wire Fee: \$25
Beneficiary: Law Offices of Ronald Richards & Associates, Los Angeles
Process Date: 06-10-2009
Status: complete

Doug Jankowski
Greenberg|Graham Advisors LLC
2600 Michelson Drive, Suite 1700
Irvine, CA 92612

(714) 437.0040
(714) 200.0763 (efax)

djankowski@ggadvisors.com

Disclosures

Firm Disclosure: Greenberg|Graham Advisors LLC is a fee-only wealth advisory firm. Our services are directed primarily toward individuals or families who have accumulated significant net worth. For information regarding a specific service, please contact one of our senior advisors.

SEC Disclosure: Investment advisory services offered through Greenberg|Graham Advisors LLC, a registered investment advisor.

Treasury Circular 230 Disclosure. In order to comply with requirements imposed by the Internal Revenue Service, we inform you that any U.S. tax advice contained in this communication (including any attachments) is not intended to be used, and cannot be used, for the purpose of (a) avoiding penalties under the Internal Revenue Code or (b) promoting, marketing, or recommending to another party any transaction or matter addressed herein.

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SMC000026

Subject: Nashville
From: PHIL KENNER <kenner33@gmail.com>
Date: 6/8/2009 10:11 AM
To: "de7vo@rogers.com" <de7vo@rogers.com>, <de7vo@aol.com>
CC: Tommy Constantine <tommy@eufora.com>

Greg/Suzie:

It was great to see you guys. I look forward to Vegas in a few weeks to catch up more.

Tell Luke I thought his hair looked like a STAR! His card is staged next to Blakey's rookie card on my desk.

I have attached the two attorney letters for you both to sign and return to me via fax at Fax: (646) 827-0832.

Attached are the wire instructions (below) for our attorney in LA, Ron Richards, who is handling all of the cases for us.

Please call me with any questions. I am glad we were face-to-face for you to meet Tommy and understand the the Program.

Let me know when you send the wire, so Tommy (cell-602-363-5676) can alert Ron Richards. The sooner the better as we want to file the suits against Jowdy in the next 2 days.

Thanks. Phil

Please wire \$250,000.00 using the following instructions:

1st Century Bank.

ABA Routing number 122243761

Name: 1st Century Bank

**Address 1875 Century Park East, Suite 100
Los Angeles, CA 90067**

Beneficiary Account: 2100017561

**Beneficiary Account Name: Law Offices of Ronald Richards and Associates, A
Professional Corporation**

If you have any questions, please contact Nicole Rustigian (310) 270-9549

— Attachments: —

| | |
|--|---------|
| Letter from SA clnts to Harvey.pdf.zip | 28.6 KB |
| Letter from SA clnts to Meeks.pdf.zip | 28.8 KB |

SMC000027

10/22/2012 5:10 PM

Subject: Re: Fw:
From: Phil Kenner <kenner33@gmail.com>
Date: 2/3/2010 12:04 PM
To: "de7vo@rogers.com" <de7vo@rogers.com>
CC: Constantine Tommy <tommy@eufora.com>

Head in the clouds.

Tommy is already speaking with him.

Thanks, Phil
Cell: (480) 235-4193

On Feb 3, 2010, at 11:59 AM, de7vo@rogers.com wrote:

From ron
-----Original Message-----
From: Ronald Richards
To: Greg Devries
ReplyTo: ron@ronaldrichards.com
Subject:
Sent: Feb 3, 2010 12:57 PM

Why did you wire me 15k?

Sincerely,

Ronald Richards, Esq.

Law Offices of Ronald Richards & Associates, a Professional Corporation

www.ronaldrichards.com

310-556-1001 Office
310-277-3325 Fax

Mailing Address:
P.O. Box 11480
Beverly Hills, CA 90213

Sent from my Verizon Wireless BlackBerry

SMC000028

Subject: Fwd: Global Settlement
From: Pk <kenner33@gmail.com>
Date: 7/21/2009 10:01 AM
To: Constantine Tommy <tommy@eufora.com>

Thanks, Phil
Cell: (480) 235-4193

Begin forwarded message:

From: BRIAN CAMPBELL <bcampbell1979@mac.com>
Date: July 21, 2009 9:18:44 AM PDT
To: kenner33@gmail.com
Subject: Fwd: Global Settlement

Acknowledged and Approved. Thanks Phil. Talk when you get back.

Brian Campbell

>From: "Pk" <kenner33@gmail.com>
>To: "Campbell Brian" <bcampbell1979@mac.com>
>Date: July 21, 2009 05:42:21 AM PDT
>Subject: Global Settlement

>
>

Brian:

Per our conversation, please acknowledge your approval and authorization for me to have wire transferred \$250,000 to Attorney Ron Richard's Trust Account for your proportionate contribution to the Global Settlement Fund. In addition to the fund paying for various legal fees, PR Agency fees, as well as other protective advances and settlement costs, you will be receiving transfer of membership agreements from Tommy for your acquisition of additional interest in Eufora, LLC, as well as your new LLC and operating agreements reflecting your ownership interest in the Avalon Airpark Real Estate Project, the Falcon 10 aircraft, and the two Palms Place condominium units. You may not recall Tommy or I mentioning the Palms units in our conversation. In any case, because Moreau and Tommy are also settling that case as part of the Global Settlement, he has graciously elected to include you as a beneficiary in the significant equity that exists in those two units as part of this transaction. As we discussed, rather than throwing money away only on legal fees, this strategy which effectively acquires significant assets, while providing a legal remedy, is by far our best solution.

Tommy has requested from all of us and will provide to us, written documentation of every element of this transaction. Please respond, ACKNOWLEDGED AND APPROVED, to this email accordingly ASAP.

Thanks. Phil

SMC000029

Subject: Ron Richards Wire instrx
From: PHIL KENNER <kenner33@gmail.com>
Date: 10/9/2009 9:38 AM
To: Vitali&Tina Yachmenev <vtyach@yahoo.com>

Vitali:

As discussed, attached are the wire instructions for our attorney, Ron Richards.

Please confirm when your wire goes out.

ABA Routing number 122243761
Name: 1st Century Bank
Address 1875 Century Park East, Suite 100
 Los Angeles, CA 90067

Beneficiary Account: 2100017561
Beneficiary Account Name: Law Offices of Ronald Richards and Associates, A Professional Corporation

If you have any questions, please contact Nicole Rustigian (310) 270-9549

Thanks. Phil

SMC000030

Subject: Re: Standard Advisors
From: phil kenner <kenner33@gmail.com>
Date: 3/31/2009 9:42 AM
To: "Hurt, Mary S" <mary.s.hurt@bankofamerica.com>
CC: Tommy Constantine <tommy@eufora.com>

Mary:

Can you please wire \$20,000 from Standard Advisors to:

routing: 121000248.
account number: 0911390599

Wells Fargo Bank, 1801 Avenue of the Stars, Los Angeles, CA 90067
Law Offices of Ronald Richards & Associates

Account: Tommy Constantine

Thanks. Phil

Subject: Meeting next week
From: "Ronald Richards" <ron@ronaldrichards.com>
Date: 3/27/2009 12:28 PM
To: "Tommy Constantine" <tommy@eufora.com>

Hi Tommy,

Thanks for the retainer agreement executed. I have this slated to meet with them next week. Is the wire going out Monday? Also, I will need a credit card for any court costs, etc. that are billed directly to the card.

Thanks!

/S Ronald Richards, Esq.

Law Offices of Ronald Richards & Associates, a Professional Corporation



Ronald
Richards

www.ronaldrichards.com

310-556-1001 Office
310-277-3325 Fax

Mailing Address:
P.O. Box 11480
Beverly Hills, CA 90213

No virus found in this outgoing message.

Checked by AVG.

Version: 7.5.557 / Virus Database: 270.11.29/2024 - Release Date: 3/26/2009 7:12 AM

LAW OFFICES OF RONALD RICHARDS AND ASSOCIATES
P.O. BOX 11480
Beverly Hills, CA 90213
310-556-1001 office 310-277-3325 fax

TRUE RETAINER AGREEMENT

The undersigned, Thomas Constantine, and Constantine Management, Ltd., an Illinois company hereinafter Client, hereby employs Law Offices of Ronald Richards & Associates hereinafter Attorney, as Clients' (Attorney) to engage the attorney by a true retainer engagement for \$20,000.00 for a period of 120 months. The fee is solely to engage the attorney to insure his availability. Attorney may extend the period if he chooses to. Client will be given a credit with the firm for the value of the true retainer. Client is responsible for all fees after the credit is exhausted. Once the initial credit is exhausted, if there is a any litigation pending, client will be required at all times to have an advance fee credit of at least \$5,000.00 which is immediately refundable upon termination minus any fees earned. If there is no litigation pending, Client will be required to have \$5,000 of advanced fees as a credit balance at the end of each month. Attorney will withdraw from any litigation if client does not have the minimum credit balance with attorney prior to each billing statement. Constantine represents he is the sole owner of the Ltd.

1. FEES

Client agrees to compensate Attorneys at a total rate of \$20,000.00 TO ENGAGE attorneys. The retainer is a true retainer as defined in Rule 3-700 (D)(2). It is for no other purpose. The time period for the true retainer is 120 months. Client shall be given a credit of \$20,000.00 in hourly work which is broken down as follows: \$575.00 per hour for Mr. Richards, \$395.00 per hour for associates. Fees and shall be secured by a credit card which shall be used to advance fees and costs in this matter.

2. COSTS

Client shall pay all costs reasonably necessary for the representation in the matter. Attorney is authorized to incur reasonable costs and expenses in performing legal services under this Agreement. At our option we may either advance any necessary costs and deduct them from any recovery or we may bill you in advance. Costs may include, among other things, filing fees, court costs, service fees, jury fees, copying (\$.15 per copy), postage, investigation fees, witness fees, jury fees, messenger services, travel expenses including mileage (\$.30 per mile traveled), amounts paid to doctors and other experts, the expense of obtaining hospital and doctors' records, retained experts and consultants, investigative and hourly legal assistant costs, and any other costs Attorneys deem necessary to properly prepare

and pursue Clients' case.

3. RETAINER

Client shall deposit the sum of \$20,000.00 with attorney as a true retainer . The fees are earned upon receipt. The client is paying this fee to have the attorney ready, willing, and able to perform legal services related to a different actions at the client's request. In addition, client was advised that attorney limits his case load and this is a true retainer.

4. ACTIONS BY FIRM

We may take any actions that, in our discretion, are necessary in the prosecution of the case. However, no settlement will be made without your consent. We do not guarantee any particular result, but pledge to use our best efforts to reach a satisfactory conclusion to the case.

5. BILLS

Attorney will provide monthly statements.

6. LEGAL SERVICES SPECIFICALLY EXCLUDED.

Legal services that are not to be provided by Attorney under this agreement specifically include, but are not limited to any appeal on this matter. If Client wishes that Attorney provide any legal services not to be provided under this agreement, a separate written agreement between Attorney and Client will be required.

7. INUREMENT

Clients bind their heirs, executors, and legal representatives to the terms and conditions set forth in this agreement.

8. DISCHARGE

The client may discharge attorney at any time, by written notice effective when received by Attorney. Unless specifically agreed by Attorney and Client, Attorney will provide no further services and advance no further costs on Client's behalf after receipt of the notice. If Attorney is Client's attorney of record in any proceeding, Client will execute and return a substitution-of-attorney form immediately on its receipt from Attorney. Notwithstanding the discharge, Client will be obligated to pay Attorney in full for all services provided and to reimburse Attorney for all costs advanced.

9. WITHDRAWAL OF ATTORNEY

Attorney may withdraw at any time, by giving the client reasonable notice, as permitted under the *Rules of Professional Conduct* of the State Bar of California. The circumstances under which the Rules permit such withdrawal include, but are not limited to, the following: (a) The client consents, and (b) the client's conduct renders it unreasonably difficult for the attorney to carry out the employment effectively. In that event, the client agrees to sign a consent to withdrawal. Notwithstanding Attorney's withdrawal, Client will be obligated to pay Attorney's fees for all services provided, and to reimburse Attorney for all costs advanced, before the withdrawal.

10. REPRESENTATION OF ADVERSE INTERESTS

Client is informed that the *Rules of Professional Conduct* of the State Bar of California require the Client's informed written consent before an Attorney may begin or continue to represent the Client when the attorney has or had a relationship with another party interested in the subject matter of the Attorney's proposed representation of the client. Attorney is not aware of any relationship with any other party interested in the subject matter of Attorney's services for Client under this agreement. As long as Attorney's services for Client continue under this agreement, Attorney will not agree to provide legal services for any such party without Client's prior written consent.

11. RELEASE OF CLIENT'S PAPERS AND PROPERTY

At the termination of services under this agreement, Attorney will release promptly to Client on request all of Client's papers and property. "Client's papers and property" include correspondence, deposition transcripts, exhibits, experts' reports, legal documents, physical evidence, and other items reasonably necessary to Client's representation, whether Client has paid for them or not.

12. DISCLAIMER OF GUARANTY

Although Attorney may offer an opinion about possible results regarding the subject matter of this agreement, Attorney cannot guarantee any particular result. Client acknowledges that Attorney has made no promises about the outcome and that any opinion offered by Attorney in the future will not constitute a guaranty.

13. ENTIRE AGREEMENT

This agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this agreement will be binding on the parties.

14. SEVERABILITY IN EVENT OF PARTIAL INVALIDITY

If any provision of this agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire agreement will be severable and remain in effect.

15. MODIFICATION BY SUBSEQUENT AGREEMENT

This agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both of them or an oral agreement to the extent that the parties carry it out.

16. ATTORNEY'S FEES & COSTS IN ACTION ON AGREEMENT

The prevailing party to the greater extent in any action or proceeding to enforce the fee provision of this agreement will be awarded reasonable attorney's fees and costs incurred in that action or proceeding. This provision is limited to a breach for non payment of fees only. It shall not be included in any action for professional negligence or non performance or breach of this agreement.

17. COOPERATION

The Law Offices of Ronald Richards & Associates has agreed to provide legal services for the purpose of completing the assignment for which it is herein retained, and client agrees at all times to remain available and to fully cooperate with the Law Offices of Ronald Richards & Associates to permit them to adequately and timely complete their assigned work.

18. EFFECTIVE DATE OF AGREEMENT

The effective date of this agreement will be the date when, having been executed by Client, one copy of the agreement is received by Attorney.

This agreement is required by *Business and Professions Code §6147* and is intended to fulfill the requirements of that section.

I have read this contract, have received a copy of it, and agree to the terms and conditions. There are no other agreements, oral or otherwise between Clients and Attorneys. The foregoing is agreed to by:

19. SCOPE OF THE AGREEMENT

120 months or upon the true retainer being exhausted, then the terms and conditions in paragraph 1 shall apply.

The undersigned to this agreement acknowledges financial responsibility for payments required herein and agrees to comply with each and every covenant and condition as stated above.

20. CHOICE OF LAW AND FORUM SELECTION:

Any litigation or disputes arising out of this agreement shall be governed according to California law and litigated in the Los Angeles Superior. The parties give consent to jurisdiction in California.

21. SOURCE OF FUNDS:

Client represents that all funds used as payment in this matter are from a lawful source and are from the client. Client represents that even if the funds are from a third party that they are from the client due to the fact that the client is in custody at the time and may have third parties pay his expenses at his request whereas client will be reimbursing the third parties.

Date: 3/24/09 Date: _____



Client-Thomas Constantine Attorney-Ronald Richards, Esq.

Subject: Re: Detail expenses
From: Pk <kenner33@gmail.com>
Date: 7/29/2009 12:05 PM
To: Tommy Constantine <tommy@eufora.com>

Just take out what you don't like.

Those were ALL of the legit travel, entertainment, food, etc to "get it done".

Thanks, Phil
Cell: (480) 235-4193

On Jul 29, 2009, at 1:30 PM, "Tommy Constantine" <tommy@eufora.com> wrote:

Dude, you have Mr. Chow and Nightclubs in here!

There no way that's going to fly.

Call me...

----- Original Message -----

From: PHIL KENNER

To: Tommy Constantine

Sent: Saturday, July 25, 2009 3:56 PM

Subject: Detail expenses

See attached...

Thanks. Phil

Total \$27,314.28

| Date | Vendor | Amount | Date | |
|----------------|--|-----------|------------|-----|
| 05/04/2009 | DELTA AIR LINES PHOENIX AZ | \$309.60 | 05/27/2009 | Wed |
| Mon | | | | |
| 05/05/2009 | Tue MR CHOW BEVERLY HILLSCA | \$502.80 | 05/27/2009 | Wed |
| 05/05/2009 | Tue BELVEDERE RESTAURANT BEVERLY HILLS | \$143.45 | 05/28/2009 | Thu |
| 05/05/2009 | Tue HENNESSEYS MANHATTAN MANHATTAN | \$18.03 | 05/28/2009 | Thu |
| Mon | | | | |
| 05/06/2009 | PEA CHEVRON CHEVRON STATBLYTHE | \$33.63 | 05/30/2009 | Sat |
| Wed | | | | |
| 05/06/2009 * | DELTA AIR LINES PHOENIX AZ | -\$410.20 | 06/02/2009 | Tue |
| Wed | | | | |
| 05/06/2009 | DELTA AIR LINES PHOENIX AZ | \$410.20 | 06/04/2009 | Thu |
| Wed | | | | |
| 05/06/2009 | GARFIELD BEACH CVS 2INDIO | \$19.04 | 06/05/2009 | Fri |
| Wed | | | | |
| 05/06/2009 | HERTZ CAR RENTAL BURBANK | \$378.92 | 06/05/2009 | Fri |
| Wed | | | | |
| 05/06/2009 | SKY HARBOR AIRPORT TPHOENIX | \$50.00 | 06/05/2009 | Fri |
| Wed | | | | |
| 05/06/2009 | SOUTHWEST AIRLINES DALLAS TX | \$151.70 | 06/05/2009 | Fri |
| Wed | | | | |
| 05/06/2009 | US AIRWAYS PHOENIX AZ | \$289.60 | 06/05/2009 | Fri |
| Wed | | | | |
| 05/06/2009 | US AIRWAYS PHOENIX AZ | \$289.60 | 06/05/2009 | Fri |
| Wed | | | | |
| 05/07/2009 | Thu BRUEGGERS #81 542929 PITTSBURGH | \$11.09 | 06/06/2009 | Sat |
| 05/07/2009 | Thu PALMS PLACE FRONT DE PALMS | \$51.19 | 06/06/2009 | Sat |
| 05/07/2009 | Thu PALMS PLACE FRONT DE PALMS | \$80.00 | 06/06/2009 | Sat |
| 05/07/2009 | Thu PARADIES #351 PITTSBURGH | \$8.07 | 06/06/2009 | Sat |
| 05/08/2009 | Fri 208 FUEL CENTER BP OBELMONT | \$6.61 | 06/06/2009 | Sat |
| 05/08/2009 | Fri AMERICAN AIRLINES PHOENIX AZ | \$284.60 | 06/06/2009 | Sat |
| 05/08/2009 | Fri AMERICAN AIRLINES PHOENIX AZ | \$363.60 | 06/06/2009 | Sat |
| 05/08/2009 | Fri COURTYRD-1 1G8 DUBLIN | \$153.92 | 06/06/2009 | Sat |
| 05/08/2009 | Fri DONATOS PIZZA 31 DUBLIN | \$13.78 | 06/07/2009 | Sun |
| 05/08/2009 | Fri FEDEX OFFICE #1067 0DUBLIN | \$7.42 | 06/07/2009 | Sun |
| 05/08/2009 | Fri GOASIS #701 ASHLAND ASHLAND | \$4.47 | 06/07/2009 | Sun |
| 05/08/2009 | Fri GOASIS #701 ASHLAND ASHLAND | \$30.28 | 06/07/2009 | Sun |
| 05/08/2009 | Fri INFLIGHT US AIRWAYS INFLIGHT US AIRWAY | \$14.00 | 06/09/2009 | Tue |
| 05/08/2009 | Fri NORTHWEST AIRLINES PHOENIX AZ | \$329.60 | 06/09/2009 | Tue |
| 05/08/2009 * | Fri SOUTHWEST AIRLINES DALLAS TX | -\$151.70 | 06/10/2009 | Wed |

| | | | | | |
|------------|-----|---------------------------------------|----------|------------|-----|
| 05/09/2009 | Sat | BOB'S STEAK AND CHOPPLANO | \$136.17 | 06/10/2009 | Wed |
| 05/09/2009 | Sat | HERTZ CAR RENTAL PITTSBURGH | \$412.11 | 06/10/2009 | Wed |
| 05/09/2009 | Sat | HILTON LONDON BUSINETORONTO ON | \$11.22 | 06/10/2009 | Wed |
| 05/09/2009 | Sat | NORTHWEST AIRLINES MINNEAPOLIS | \$50.00 | 06/10/2009 | Wed |
| 05/09/2009 | Sat | SUNOCO 11 SINCLAIR B BRANTFORD | \$22.16 | 06/10/2009 | Wed |
| 05/09/2009 | Sat | SUNRISE #56 BP OIL 8PORT HURON | \$20.51 | 06/10/2009 | Wed |
| 05/09/2009 | Sat | XPRESSPA DTW, TERM 5DETROIT | \$100.00 | 06/11/2009 | Thu |
| 05/10/2009 | | AMERICAN AIRLINES PHOENIX AZ | \$284.60 | 06/12/2009 | Fri |
| 05/10/2009 | | HERTZ CAR RENTAL DALLAS | \$77.49 | 06/12/2009 | Fri |
| 05/10/2009 | | HILTON LONDON ONTARILONDON ON | \$157.77 | 06/12/2009 | Fri |
| 05/10/2009 | | JETBLUE SALT LAKE UT | \$309.60 | 06/12/2009 | Fri |
| 05/10/2009 | | SBARRO T3 PHX 034763PHOENIX | \$6.26 | 06/12/2009 | Fri |
| 05/10/2009 | | STARBUCKS USA 006759DALLAS | \$4.93 | 06/12/2009 | Fri |
| 05/10/2009 | | STARBUCKS USA 063362COPPELL | \$2.00 | 06/13/2009 | Sat |
| 05/10/2009 | | XPRESSPA, DFW, TER 5DFW AIRPORT | \$30.00 | 06/14/2009 | Sun |
| 05/11/2009 | | ALOFT HOTEL PLANO PLANO | \$109.07 | 06/16/2009 | Tue |
| 05/14/2009 | Thu | FEDEX# 857745986083 FedEx #1-800-622- | \$36.25 | 06/16/2009 | Tue |
| 05/14/2009 | Thu | FEDEX# 857745986109 FedEx #1-800-622- | \$36.25 | 06/17/2009 | Wed |
| 05/14/2009 | Thu | FEDEX# 857745986716 FedEx #1-800-622- | \$36.25 | 06/17/2009 | Wed |
| 05/14/2009 | Thu | FEDEX# 857745986727 FedEx #1-800-622- | \$27.90 | 06/18/2009 | Thu |
| 05/15/2009 | Fri | CHEVRON CHEVRON #149BARSTOW | \$28.21 | 06/18/2009 | Thu |
| 05/15/2009 | Fri | SHELL OIL 5040816004BLYTHE | \$8.36 | 06/24/2009 | Wed |
| 05/16/2009 | Sat | HARD ROCK MR LUCKY'SLAS VEGAS | \$42.73 | 06/25/2009 | Thu |
| 05/16/2009 | Sat | Nine Steakhouse 0000Las Vegas | \$474.75 | 06/26/2009 | Fri |
| 05/16/2009 | Sat | NORTHWEST AIRLINES PHOENIX AZ | \$789.20 | 06/26/2009 | Fri |
| 05/17/2009 | | CHEVRON TERRIBLE HERSEARCHLIGHT | \$39.84 | 06/26/2009 | Fri |
| 05/18/2009 | | FEDEX# 862063245289 FedEx #1-800-622- | \$31.85 | 06/27/2009 | Sat |
| 05/18/2009 | | SOUTHWEST AIRLINES DALLAS TX | \$153.60 | 06/27/2009 | Sat |
| 05/19/2009 | Tue | AIR CANADA PHOENIX AZ | \$701.20 | 06/29/2009 | Mon |
| 05/19/2009 | Tue | FEDEX# 862063245290 FedEx #1-800-622- | \$22.70 | 06/29/2009 | Mon |

| | | | | | |
|------------|-----|---------------------------------------|------------|------------|-----|
| 05/19/2009 | Tue | SOUTHWEST AIRLINES DALLAS TX | \$153.60 | 06/30/2009 | Tue |
| 05/20/2009 | | FEDEX# 841771381841 FedEx #1-800-622- | \$35.85 | 06/30/2009 | Tue |
| 05/20/2009 | Wed | US AIRWAYS PHOENIX AZ | \$144.60 | 06/30/2009 | Tue |
| 05/20/2009 | Wed | US AIRWAYS PHOENIX AZ | \$414.60 | 06/30/2009 | Tue |
| 05/22/2009 | Fri | AMERICAN AIRLINES DALLAS, TX | \$769.20 | 06/30/2009 | Tue |
| 05/25/2009 | Mon | US AIRWAYS PHOENIX AZ | \$15.00 | 06/30/2009 | Tue |
| 05/25/2009 | Mon | US AIRWAYS PHOENIX AZ | \$235.28 | 06/30/2009 | Tue |
| | | | | 07/01/2009 | Wed |
| | | | \$9,324.41 | 07/03/2009 | Fri |
| | | | | 07/03/2009 | Fri |
| | | | | 07/03/2009 | Fri |
| | | | | 07/03/2009 | Fri |
| | | | | 07/06/2009 | Mon |
| | | | | 07/06/2009 | Mon |
| | | | | 07/06/2009 | Mon |
| | | | | 07/06/2009 | Mon |
| | | | | 07/06/2009 | Mon |
| | | | | 07/07/2009 | Tue |
| | | | | 07/07/2009 | Tue |
| | | | | 07/08/2009 | Wed |
| | | | | 07/09/2009 | Thu |
| | | | | 07/10/2009 | Fri |
| | | | | 07/10/2009 | Fri |
| | | | | 07/10/2009 | Fri |
| | | | | 07/10/2009 | Fri |
| | | | | 07/10/2009 | Fri |
| | | | | 07/10/2009 | Fri |
| | | | | 07/11/2009 | Sat |
| | | | | 07/12/2009 | Sun |

SMC000041

| Vendor | Amount |
|--|-----------|
| PALMS PLACE FRONT DEPALMS | \$140.00 |
| PALMS PLACE FRONT DEPALMS | \$225.00 |
| DURANT'S FINE FOODS PHOENIX | \$103.16 |
| SANDBAR MEXICAN GRILSCOTTSDALE | \$608.82 |
| MASTRO'S OC SCOTTSDASCOTTSDALE | \$622.45 |
| SAPPORO SCOTTSDALE 8SCOTTSDALE | \$149.25 |
| FEDEX# 866416809830 FedEx #1-800-622- | \$16.72 |
| GOOD EGG-HAYDEN PEAKSCOTTSDALE | \$27.53 |
| NORTHWEST AIRLINES PHOENIX AZ | \$196.60 |
| NORTHWEST AIRLINES PHOENIX AZ | \$196.60 |
| US AIRWAYS PHOENIX AZ | \$15.00 |
| US AIRWAYS PHOENIX AZ | \$329.60 |
| US AIRWAYS PHOENIX AZ | \$329.60 |
| FANFIRE SAN FRANCISCO | \$40.00 |
| HERTZ CAR RENTAL NASHVILLE | \$67.97 |
| HUDSONAMS-OLYMPIC NANASHVILLE | \$6.50 |
| INFLIGHT US AIRWAYS INFLIGHT US | \$7.00 |
| AIRWAY NORTHWEST AIRLINES MINNEAPOLIS | -\$195.10 |
| MM NORTHWEST AIRLINES PHOENIX AZ | \$195.10 |
| SOUTHWEST AIRLINES DALLAS TX | \$195.10 |
| SOUTHWEST AIRLINES DALLAS TX | \$198.10 |
| DUNKIN #304095 QSOUTHFIELD | \$3.08 |
| HERTZ CAR RENTAL DETROIT | \$116.87 |
| MARKET BASKET MARKETFRANKLIN | \$61.00 |
| US AIRWAYS PHOENIX AZ | \$329.60 |
| FEDEX# 866864733249 1-800-622-1147 | \$17.50 |
| FEDEX# 869599074955 1-800-622-1147 | \$16.51 |
| AMERICAN AIRLINES PHOENIX AZ | \$229.86 |

| | |
|---|------------|
| AMERICAN AIRLINES PHOENIX AZ | \$229.86 |
| AMERICAN AIRLINES PHOENIX AZ | \$278.92 |
| AMERICAN AIRLINES PHOENIX AZ | \$278.92 |
| CONTINENTAL ELEC TICKETNG HOUSTON TX 482 | \$364.60 |
| NORTHWEST AIRLINES PHOENIX AZ | \$287.60 |
| US AIRWAYS PHOENIX AZ | \$184.60 |
| BLUE RIBBON SUSHI 00NEW YORK | \$187.69 |
| AMERICAN AIRLINES DALLAS, TX | \$50.00 |
| AMERICAN AIRLINES DALLAS, TX | \$50.00 |
| AMERICAN AIRLINES DALLAS, TX | \$100.00 |
| AMERICAN AIRLINES DALLAS, TX | \$100.00 |
| DELTA AIR LINES PHOENIX AZ | \$119.60 |
| JOE LOUIS BOX OFFICE 313-396-7443 | \$1,285.00 |
| SUPER PLAZA ARAMBURO S RL CABO SAN LUCAS | \$10.28 |
| WESTIN METROPOLITAN DETROIT | \$342.01 |
| UNITED AIRLINES PHOENIX AZ | -\$199.96 |
| UNITED AIRLINES PHOENIX AZ | \$199.96 |
| US AIRWAYS PHOENIX AZ | \$45.00 |
| US AIRWAYS PHOENIX AZ | \$261.67 |
| VIC & ANTHONYS LAS VLAS VEGAS | \$37.00 |
| VIC & ANTHONYS LAS VLAS VEGAS | \$192.49 |
| FRONTIER AIRLINES PHOENIX AZ | \$329.60 |
| DELTA AIR LINES PHOENIX AZ | \$109.60 |
| HOSPITALITY INN WILLIAMSVILLE | \$28.45 |
| HOSPITALITY INN WILLIAMSVILLE | \$62.56 |
| SOUTHWEST AIRLINES DALLAS TX | \$2.50 |
| HERTZ CAR RENTAL BUFFALO | \$202.25 |
| Sleep Inn, Inn & Sui Cheektowaga | \$105.78 |
| UNITED AIRLINES PHOENIX AZ | -\$150.60 |
| UNITED AIRLINES PHOENIX AZ | \$150.60 |

| | |
|------------------------------------|----------|
| BOND STREET BEVERLY BEVERLY | \$47.00 |
| MASTRO'S STEAKHOUSE BEVERLY | \$454.00 |
| SOUTHWEST AIRLINES DALLAS TX | \$2.50 |
| SOUTHWEST AIRLINES DALLAS TX | \$261.80 |
| US AIRWAYS PHOENIX AZ | \$35.00 |
| US AIRWAYS PHOENIX AZ | \$150.60 |
| US AIRWAYS PHOENIX AZ | \$375.60 |
| Hilton Garden Inn SNFONTANA | \$150.12 |
| FEDEX# 866587878250 1-800-622-1147 | \$19.29 |
| HOTEL ALLEGRO 0293 CHICAGO | \$12.33 |
| HOTEL ALLEGRO 0293 CHICAGO | \$160.41 |
| US AIRWAYS PHOENIX AZ | \$375.60 |
| LOVE'S COUNTRY STOREQUARTZSITE | \$2.64 |
| LOVE'S COUNTRY STOREQUARTZSITE | \$15.56 |
| MCCORMICK & SCHMICKSIRVINE | \$272.40 |
| SOUTHWEST AIRLINES DALLAS TX | \$274.20 |
| SOUTHWEST AIRLINES DALLAS TX | \$281.20 |
| Embassy Suites KOLCAIRVINE | \$272.03 |
| US AIRWAYS PHOENIX AZ | \$395.60 |
| AMERICAN AIRLINES PHOENIX AZ | \$239.60 |
| HERTZ CAR RENTAL CHICAGO | \$108.34 |
| AIRCELL GOGO INFLIGH877-350-0038 | \$9.95 |
| CONTINENTAL AIRLINES PHOENIX AZ | \$393.70 |
| DELTA AIR LINES ATLANTA GA | \$282.20 |
| FEDEX# 869611892788 1-800-622-1147 | \$18.54 |
| HERTZ CAR RENTAL FT LAUDERDALE | \$162.56 |
| O'Hare Hilton 000000Chicago | \$275.81 |
| Trump International Sunny Isles | \$344.02 |
| US AIRWAYS PHOENIX AZ | \$144.60 |
| ALOFT BIRMINGHAM SOHHOMEWOOD | \$139.23 |

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| HERTZ CAR RENTAL LOS ANGELES | \$63.65 |
| MARRIOTT MARRIOTT MAONTARIO | \$88.33 |
| US AIRWAYS PHOENIX AZ | \$521.30 |
| HERTZ CAR RENTAL TORONTO ON | \$102.19 |
| TRAVELODGE LAKESHORENORTH BAY | \$138.50 |
| ON TRAVELODGE LAKESHORENORTH BAY | -\$26.78 |
| ON US AIRWAYS PHOENIX AZ | \$154.60 |
| LOVEKIN VALERO 00000BLYTHE | \$38.99 |
| CHEVRON SHAY OIL CO.YUMA | \$11.18 |
| DELTA AIR LINES ATLANTA GA | \$150.30 |
| LOVE'S COUNTRY STOREGILA BEND | \$24.21 |
| LOVE'S COUNTRY STOREGILA BEND | \$24.30 |
| Payless Car Rental 1San Diego | \$226.27 |
| SOUTHWEST AIRLINES DALLAS TX | \$142.60 |
| CHEVRON 32 T, LLC 02PHOENIX | \$68.05 |
| DELTA AIR LINES CINCINNATI OH | \$100.00 |
| ATTM*807688726 MTZALPHARETTA | \$521.60 |
| RUSSIAN NATIONAL GRONEW YORK | \$468.75 |

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